

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2000A12199/2000A13742
	§	
vs.	§	
	§	
Ann Hagadone aka Ann Marie Delgreco		

<b>COMPLAINT</b>
------------------

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 2290 Jones, Waterford, Michigan 48327.

**The Debt**

First Cause of Action - Claim Number: 2000A12199

3. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$1,090.27
B. Current Capitalized Interest Balance and Accrued Interest	\$1,427.06
C. Administrative Fee, Costs, Penalties	\$2.65
D. Attorneys fees	\$0.00
<b>Total Owed - Claim Number 2000A12199</b>	<b>\$2,519.98</b>

Second Cause of Action - Claim Number: 2000A13742

4. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$1,095.81
B. Current Capitalized Interest Balance and Accrued Interest	\$1,434.28
C. Administrative Fee, Costs, Penalties	\$2.64
D. Attorneys fees	\$0.00
<b>Total Owed - Claim Number 2000A13742</b>	<b>\$2,532.73</b>

**TOTAL OWED (Claim Numbers 2000A12199 and 2000A13742) \$5,052.71**

The Certificate of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum or \$0.24 per day on Claim Number 2000A12199 and 8.000% per annum or \$0.24 per day on Claim Number 2000A13742.

**Failure to Pay**

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)

Holzman Corkery, PLLC  
Attorneys for Plaintiff  
Tamara Pearson (P56265)  
28366 Franklin Road  
Southfield, Michigan 48034  
(248) 352-4340  
usa@holzmanlaw.com

**U.S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS**

Ann M. Hagadone  
75 N Lynn  
Waterford, MI 48328-

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 6/28/00.

On or about 12/28/90, the borrower executed promissory note(s) to secure loan(s) of \$1,300.00 from Manufacturers Bank at 8.00 percent interest per annum. This loan obligation was guaranteed by Michigan Higher Education Assistance Authority and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payments according to the terms of the note(s), and credited \$41.44 payments to the outstanding principle owed on the loan(s). The borrower defaulted on the obligation on 1/29/92 and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,258.56 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 1/21/96 assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$192.69 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,095.81
Interest:	\$414.21
Administrative/Collection Cost	\$2.64
Late Fees:	\$0.00
Total debt as of 6/28/00:	\$1,512.66

Interest accrues on the principal shown here at the rate of \$0.24 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7/11/00

Name: Kathleen Anglin

Title: Loan Analyst

Branch: Litigation

U.S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Ann M. Hagadone  
75 N Lynn  
Waterford, MI 48328-

SSN

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 6/28/00.

On or about 12/28/90, the borrower executed promissory note(s) to secure loan(s) of \$1,300.00 from Manufacturers Bank at 8.00 percent interest per annum. This loan obligation was guaranteed by Michigan Higher Education Assistance Authority and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payments according to the terms of the note(s), and credited \$41.43 payments to the outstanding principle owed on the loan(s). The borrower defaulted on the obligation on 1/29/92 and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,258.57 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 1/21/96 assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$192.68 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,090.27
Interest:	\$412.12
Administrative/Collection Cost	\$2.65
Late Fees:	\$0.00
Total debt as of 6/28/00:	\$1,505.04

Interest accrues on the principal shown here at the rate of \$0.24 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

7/11/00

Name:

Kathleen Czym

Title: Loan Analyst

Branch: Litigation



# 3 2 7 4 0 0 0 0 0 5 MICHIGAN GUARANTY AGENCY Application and Promissory Note for a Guaranteed Student Loan

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097. 06129

AG- X-000026-08

## SECTION I — TO BE COMPLETED BY THE STUDENT — READ THE INSTRUCTIONS — TYPE OR PRINT IN INK

1A Social Security Number	2A Last Name, First, M.I., Permanent Home Address HAGADONE ANN M. 905 VILLAGE GREEN 5-1044 Waterford, Michigan 48328	2B Correct item 2A in this space Name Address City, State, Zip																
1B Correct item 1A in this space	3 Birthdate	4 Driver's License State No.																
5 Area Code/Phone No. 313-683-2466	6 U.S. Citizenship Status (check one) <input checked="" type="checkbox"/> 1 Citizen <input type="checkbox"/> 2 Non-Citizen	7 References — You must provide separate adult references with different addresses (carefully read instructions).																
<table border="1"> <tr> <th>Name</th> <th>Street, City, State, Zip</th> <th>Area Code/Phone No.</th> <th>Employer</th> </tr> <tr> <td>A Mrs. Richard Turnbull</td> <td>1891 N. Telegraph</td> <td></td> <td>N/A</td> </tr> <tr> <td>B Mrs. Donald L. Hagadone</td> <td>6629 Northview</td> <td>Clarkston, MI 48346</td> <td>CH2 TRUCK &amp; B.</td> </tr> <tr> <td>C James Schultz</td> <td>891 Williamsbury Dr.</td> <td>Waterford, MI 48328</td> <td>N/A</td> </tr> </table>			Name	Street, City, State, Zip	Area Code/Phone No.	Employer	A Mrs. Richard Turnbull	1891 N. Telegraph		N/A	B Mrs. Donald L. Hagadone	6629 Northview	Clarkston, MI 48346	CH2 TRUCK & B.	C James Schultz	891 Williamsbury Dr.	Waterford, MI 48328	N/A
Name	Street, City, State, Zip	Area Code/Phone No.	Employer															
A Mrs. Richard Turnbull	1891 N. Telegraph		N/A															
B Mrs. Donald L. Hagadone	6629 Northview	Clarkston, MI 48346	CH2 TRUCK & B.															
C James Schultz	891 Williamsbury Dr.	Waterford, MI 48328	N/A															
8 Intended Enrollment Status (check one) <input checked="" type="checkbox"/> 1 Full-time <input type="checkbox"/> 2 At least half-time	9 Major Course of Study 25	10 Requested Loan Amount 2600.00																
11 Loan Period For this Loan. From 1-30-96 to 1-31-97	12 Have you ever defaulted on an Education Loan? (check one) If yes, carefully read instructions. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No	13 Do you have any unpaid student loans? (check one) If yes, carefully read instructions. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No																
13A Total unpaid balance of your most recent GSL. 0.00	13B Interest rate on your most recent GSL. 0.00 %	13C Grade level of your most recent GSL. 0																
13D Beginning and ending dates of your most recent GSL. From 00 To 00	14 Name and Address of Previous Lender, if any.																	
15 SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEM 15. 15. PERMANENT RESIDENT OF MI SINCE MONTH 13 / YEAR 72 /																		

### Promissory Note for a Guaranteed Student Loan

I, the undersigned borrower promise to pay you or your order when this note becomes due a sum certain equal to the loan amount I have requested in Section I, Item 10 of this Application or any lesser amount which will be disclosed to me in the Notice of Loan Guarantee and Disclosure Statement or the amount advanced to me, plus interest and any other charges which may become due as provided in Paragraph VI. My signature certifies that I have read, understood and agreed to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side and the legally required information highlighted in the application booklet.

I understand that this is a promissory note. I will not sign this Promissory Note reading it including the writing on the reverse side, even if otherwise advised by a borrower, I am entitled to an exact copy of this Promissory Note, the Notice of Loan Guarantee and Disclosure Statement and any agreement I sign. By signing this Promissory Note I, the borrower, acknowledge that I have received an exact copy of this note.

19A X Ann Hagadone 12-28-90  
Signature of Student Borrower Date  
Notice to Student: Terms of the Promissory Note continue on the reverse side. Retain Copy D for your records.

### SECTION II — TO BE COMPLETED BY THE SCHOOL

20 Name and Address of School Michigan College of Beauty 3498 Rochester Road Troy, MI 48083	21 School Code 021256	22 Area Code/Phone No. (313) 528-0303	23A Grade Level Code 1	23B In this space
24A Anticipated Completion Date Mo. Yr. 3-91	24B Correct item 24A in this space	25 Enrollment Period Covered by L. Mo. Day Yr. Mo. Day Yr. 12-28-90 3-28-91		
26 Family Adjusted Gross Income 32,355.00	27 Estimated Cost of Attendance For Loan Period 5907.00	28 Estimated Financial Aid for Loan Period 631.00	29A Expected Family Contribution 1942.00	30 Difference (27 minus the sum of 28 plus 29) 3334
31 Recommended Disbursement Date Mo. Day Yr. Mo. Day Yr. Mo. Day Yr. 1-15-91 2-15-91	29B Correct item 29A in this space			

32 I have read and understand the terms of the school certification printed on the back of the application. Signature of Authorized Fin. Aid Director  
Christine A. Dagenais, Director Date 12-28-90

### SECTION III — TO BE COMPLETED BY THE LENDER

34 Name and Address of lending institution. Manufacturers Bank	35 Loan Amount Approved 2625.00	36 Interest Rate 8 %	37 Fee
38 Lender Code 806008	39 Anticipated Disbursement Date(s) Mo. Day Yr. Mo. Day Yr. Mo. Day Yr. 1-15-91 2-15-91		
40 Signature of Authorized Lending Official Debra L. Saw	41 Area Code/Phone No. 313/528-0303	42 For Lender Use Only	
Type or Print Name and Title	Date		

I CERTIFY UNDER PENALTY OF PERJURY  
THAT THIS IS A TRUE AND EXACT COPY  
OF THE ORIGINAL PROMISSORY NOTE

Rebecca Nielsen

NAME

DATE



The undersigned does hereby sell, assign, transfer, and set over unto the Michigan Department of Education, its interest in this note.

MANUFACTURERS BANK  
BY Marianne I. Casey  
AUTHORIZED SIGNATURE

"I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL PROMISSORY NOTE."

SIGNATURE: Jim Malch

TITLE: Analyst

DATE: 01-31-90

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL PROMISSORY NOTE.

SIGNATURE: Marianne I. Casey DATE: 10/8/92

TITLE: Supervisor



I CERTIFY UNDER PENALTY OF PERJURY  
THAT THIS IS A TRUE AND EXACT COPY  
OF THE ORIGINAL PROMISSORY NOTE

Rebecca Nielsen  
NAME DATE